

MEMORANDUM OF UNDERSTANDING
Gallatin County and the City of Bozeman
Improvements to Law & Justice Campus
Co-Location of Law Enforcement and Courts

Memorandum of Understanding (MOU) is made and entered into on this ~~23rd~~-XX day of ~~August~~September, 2011, by and between Gallatin County, Montana a general powers political subdivision of the State of Montana, hereinafter referred to as "County," and the City of Bozeman, a self-governing charter government and political subdivision of the State of Montana, herein the "City" and jointly the "parties" herein.

Whereas, the purpose of this MOU is to memorialize the parties' intent to cooperate on a basis of mutual advantage by agreeing to make coordinated improvements to the Law & Justice Campus, 615 South 16th St, Bozeman, MT for co-location of law enforcement and courthouse buildings, infrastructure, parking, and facilities consistent with the Prugh & Lenon Master Plan or such other plans that the parties may mutually agree upon; and

Whereas, the parties have previously worked in successful partnership developing the County 911 Dispatch Center and Bozeman Fire Department Station No. 3, co-located at 1705 Vaquero Parkway, Bozeman, MT 59718; under a certain condominium agreement; and

Whereas, the parties agree that there ~~are~~may be certain benefits in making improvements on a coordinated basis to the Law & Justice Campus and that it is mutually beneficial to both parties and the public if the City's Law and Justice facilities and operations are located on the Law and Justice Campus; and

Whereas, the parties have invested approximately \$100,000 in developing a needs assessment and Master Plan with Prugh & Lenon Architects PC, 27 E Main St, Bozeman, MT 59715; and

Whereas, the City has adopted its FY11 – FY16 Capital Improvement Plan, and in that plan has identified \$500,000 for the Fiscal Year 2013, and an additional amount of \$500,000 for the Fiscal Year 2014 for the design of a new City Police Station that may include space for Municipal Courts; and

Whereas, the County in FY12 has identified potential funding in the amount of \$50,000 regarding the Master Plan; and

BASED ON THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

Definitions

Building: means the law enforcement building or the courthouse building shown on the Master Plan or together referred to as buildings. Depending on the timing of the County Courts

building, the City may choose to include space in its police station for its Municipal Courts as an interim solution to its Courts space needs.

Co-Location: means a building in which the City and County may share space, facilities, equipment, machinery, utilities and infrastructure.

Develop, Development or Developing: means plans, designs, engineering, improvements, construction, buildings, infrastructure, utilities, fixtures, and facilities and the hiring of architects, engineers, surveyors, contractors or other persons or professionals for the purpose of development consistent with the Master Plan.

Master Plan: means the Master Plan documents and Needs Assessment by Prugh & Lenon Architects approved and accepted by the County Commission on August 23, 2011, at a duly noticed public meeting, and incorporated by reference as Exhibit A.

Proportional Reimbursement: means the costs and expenses shared based on square footage of completed improvements, buildings, facilities and parking areas, or other standard measurement of utilities, services, equipment or machinery. No party shall make any claim for proportional reimbursement and no party shall be obligated to the other for proportional reimbursement unless the costs and expenses were incurred with the express written approval and authorization of the other party in advance.

1. Cooperation. The parties agree that development of joint and/or individual facilities at the Law & Justice Center shall be by mutual agreement and cooperation based on the Master Plan. The parties agree that the Master Plan was arrived at after considerable expense, and that deviation from the Master Plan may cause the other party considerable expense, costs and delays. Prior to either party constructing a facility or building on the property, the parties shall enter into a separate written agreement regarding the development.
2. City Development Before County or vice versa. The parties agree that either party may have the need and resources to construct a building separate from the other that makes phased construction desirable. Nothing herein shall prohibit either party from developing a building(s) or facility or a portion thereof on the property before the other party is prepared or financially ready to engage or participate in such development provided that development is consistent with the master plan. The City's development shall not prejudice or unreasonably interfere with the County's ability to obtain financing or otherwise develop consistent with the Master Plan. The City proposing or passing a mill levy for construction of a building does not violate this agreement. If the City develops a building(s) or facility or a portion of the property before the County, the City shall bear all costs and expenses of development for its building or facility.
3. Proportionate Reimbursement of Development Costs. Notwithstanding section 2, above, the parties may agree on how to share costs and expenses based on the size of the building, facility, infrastructure, improvements, machinery, equipment or parking area and the party's use, share, occupancy, square footage, or other accepted standardized measure, method or means.
4. Condominium Plan. The parties agree that the condominium plan regarding the co-location of the County 911 Dispatch Center and Bozeman Fire Department Station No. 3 is a successful ownership model and that the parties shall work in good faith to create an

agreeable condominium plan regarding the development of the Master Plan.

5. Term. This Agreement shall automatically terminate TEN (10) YEARS from the date of execution, unless sooner terminated ~~by agreement~~ on THIRTY (30) DAYS written notice to the other.
6. Insurance. Should either party proceed with the development of a building or facility, that he party shall maintain adequate liability, comprehensive casualty and loss, and builder's risk or construction risk insurance naming the other as an insured on a primary non-contributory basis, and each party shall require any contractors to likewise be adequately insured for the purposes herein. The parties may enter into a separate agreement detailing these responsibilities.
7. Miscellaneous.

A. This memorandum of understanding does not create any separate legal entity.

B. The County shall be responsible for filing an executed copy of this Agreement with the Gallatin County Clerk and Recorder and provide a copy of the recorded document to the Bozeman City Clerk.

C. Modifications shall only be made in writing and executed by Gallatin County and City of Bozeman.

Dated this ~~23rd~~-~~XX~~ day of ~~August~~September, 2011.

Dated this ~~—da~~day of _____, 2011.

Gallatin County
County Commissioners

City of Bozeman

William A. Murdock, Chairman

Jeff Krauss, Mayor

Attest:

Attest:

Charlotte Mills, Clerk & Recorder

Stacey Ulmen, City Clerk

Approved as to form

Approved as to form

James Greenbaum, Deputy County Attorney

Greg Sullivan, City Attorney